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Sarah Gagan, Claire Gagan and Halo's Heart, LLC,

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SARAH GAGAN, an individual,
CLAIRE GAGAN, an individual, and
HALO'S HEART, LLC, a California
Limited Liability Company

Plaintiffs,

vs.

MARC ANTOINE GAGNON, an
individual, MEGGIE ROY, an individual,
MARIEVE SIMARD, an individual,
ALAIN POIRIER, an individual, and
DOES 1-280, inclusive,

Defendants.

Case No.

COMPLAINT FOR

- 1. EJECTMENT**
- 2. TRESPASS**
- 3. CONSPIRACY TO COMMIT FRAUD**
- 4. FRAUD – INTENTIONAL MISREPRESENTATION**
- 5. FRAUD – NEGLIGENT MISREPRESENTATION**
- 6. CONVERSION**
- 7. BREACH OF CONTRACT**
- 8. BREACH OF CONTRACT**
- 9. BREACH OF CONTRACT**
- 10. PROMISSORY ESTOPPEL**
- 11. FINANCIAL ELDER ABUSE**
- 12. ACCOUNTING**
- 13. RESCISSION & RESTITUTION**
- 14. UNJUST ENRICHMENT**
- 15. DECLARATORY RELIEF**

DEMAND FOR JURY TRIAL

Plaintiffs SARAH GAGAN (hereafter "Sarah"), an individual, CLAIRE GAGAN (hereafter "Claire"), an individual, and HALO'S HEART, LLC, a California Limited Liability Company (hereafter "Halo's"), (Sarah, Claire and Halo's shall sometimes hereafter be collectively referred to as "Plaintiffs") allege as follows:

JURISDICTION AND VENUE

1
2 1. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332(a)(1),
3 because the matter in controversy exceeds the sum or value of \$75,000, exclusive of
4 interests and costs, and is between citizens of a State and citizens of a foreign state.

5 2. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because
6 Defendants reside in this district and the events giving rise to the claims occurred
7 here.

NATURE OF THE ACTION

8
9 3. This is an action for (1) ejectment, (2) trespass, (3) conspiracy to commit
10 fraud, (4) fraud - intentional misrepresentation, (5) fraud - negligent
11 misrepresentation, (6) conversion, (7) breach of contract, (8) breach of contract (9)
12 breach of contract, (10) promissory estoppel, (11) financial elder abuse, (12)
13 accounting, (13) rescission and restitution, (14) unjust enrichment and (15)
14 declaratory relief, as set forth more specifically below, against Defendants MARC
15 ANTOINE GAGNON, MEGGIE ROY, MARIEVE SIMARD, ALAIN POIRIER
16 and DOES 1 through 280 (collectively, the “Defendants”). By the claims asserted
17 herein, Plaintiffs seek monetary damages, including punitive damages and restitution
18 for the wrongful acts of Defendants. Plaintiffs also seek recovery of all of its costs
19 incurred in bringing and prosecuting this suit, including its attorneys’ fees where
20 applicable.

THE PARTIES

21
22 4. Plaintiffs Sarah and Claire are individuals over the age of 18 and are
23 citizens of the State of Indiana.

24 5. The sole member of Plaintiff Halo’s is Sarah. Plaintiff Halo’s is a
25 limited liability company, organized in California and doing business in Riverside
26 County, California. For purposes of diversity jurisdiction, Halo’s is a citizen of
27 Indiana. *See Johnson v. Columbia Properties, Anchorage, L.P.*, 437 F.3d 894, 899
28 (9th Cir. 2006)).

1 6. Upon information and belief, Defendants Marc Antoine Gagnon
2 (hereafter “Marc”) is an individual over the age of 18, a citizen of Canada and is
3 currently residing in Palm Desert, California.

4 7. Upon information and belief, Defendant Meggie Roy (hereafter
5 “Meggie”) is an individual over the age of 18, a citizen of Canada and is currently
6 residing in Palm Desert, California.

7 8. Upon information and belief, Defendant Marieve Simard (hereafter
8 “Marieve”) is an individual over the age of 18, a citizen of Canada and is currently
9 residing in Palm Desert, California.

10 9. Upon information and belief, Defendant Alain Poirier (hereafter
11 “Alain”) is an individual over the age of 18, a citizen of Canada and is currently
12 residing in Palm Desert, California.

13 10. Plaintiffs are ignorant of the true names and capacities, whether
14 individual, corporate, associate, or otherwise, of DOES 1 through 280, inclusive, and
15 therefore sue DOES 1 through 280 under fictitious names. Plaintiffs are informed
16 and believe, and thereon allege that each of the fictitiously named DOES 1 through
17 280 are responsible in some manner for the occurrences alleged herein, and that
18 Plaintiffs’ damages alleged herein were proximately caused by those Defendants.
19 Plaintiffs will seek leave of court as necessary to amend this Complaint to allege the
20 true names and capacities of DOES 1 through 280 when ascertained.

21 11. Plaintiffs are informed and believe and thereon allege, that at all material
22 times herein Defendants, including DOES 1 through 280, and each of them, were
23 joint and contributing tortfeasors who either acted in concert to accomplish a
24 common purpose, agreement or plan, and were the agents, servants, principals,
25 employees, co-conspirators or alter egos of one or more of the other Defendants, and
26 acted with the other Defendants’ knowledge, consent, and approval and within the
27 course and scope of that agency, employment or conspiracy. As such, each of the
28 Defendants is responsible for the liabilities of the other Defendants, as alleged herein.

FACTUAL BACKGROUND

12. Defendants Marc and Meggie, a married pair of grifters, con artists, and swindlers, ingratiated themselves with Plaintiffs Sarah and Claire for the main purpose of obtaining through deceit and undue influence money and possessions from daughter and mother Plaintiffs, Sarah and Claire, respectively. After realizing Sarah's and Claire's considerable wealth, Defendants began a calculated campaign to gain Sarah's and Claire's trust and confidence. Based upon information and belief, upon achieving a special relationship of trust and confidence with the Plaintiffs Sarah and Claire, Defendants stole hundreds of thousands of dollars from Plaintiffs Sara and Claire via an undue enrichment conspiracy to commit fraud and embezzlement.

The Conspiracy to Obtain Plaintiffs Sarah's and Claire's Trust

13. Sarah met Defendant Marc while visiting Berkeley, California in 2016. Sarah was staying in a hotel while attending a culinary course and Marc was a bartender at the hotel's bar. Over several conversations, Sarah mentioned to Marc that she was returning to her residence in Palm Desert on her private plane. After learning of Sarah's wealth, Marc began making efforts to ingratiate himself with Sarah, including claiming to be moving to Palm Desert and introducing Sarah to his wife, Defendant Meggie. Marc and Meggie worked together to form a friendship with Sarah, for the future purpose of engaging in a conspiracy to defraud and embezzle from Sarah and her family.

Defendants Follow Sarah to Palm Desert

14. After Sarah completed her culinary course, she returned to her Palm Desert residence in California, which is located in the same development as her parents, Claire and her husband, Jim Gagan (now deceased). Shortly after Sarah returned to Palm Desert, Defendants advised Sarah that they were relocating to Palm Desert as well, and they moved into a small apartment near Sarah and her family.

15. Next, Defendants befriended Sarah's parents and strengthened their friendship with Sarah in furtherance of their plan to obtain, through deceit and undue

1 influence, Sarah's and Claire's money and other items of value. Defendants spent
 2 substantial time together with the Gagan family at their Palm Desert residences
 3 (among other Gagan residences) and at their country club. During these times, the
 4 Defendants purposefully complained to the Gagan family about the small size of their
 5 apartment and their inability to purchase a home in Palm Desert. Defendants
 6 continued this course of action until Sarah, in a weakened and vulnerable state of
 7 mind due to her father's grave health, was swayed to purchase a home in Palm Desert
 8 through her company Halo's, in which Defendants would lease for an affordable,
 9 below-market rent, as well as an option to purchase the home, which was also well
 10 below the anticipated fair market value.

11 **The Bel Air Home Lease Agreement and Option Agreement**

12 16. Halo's is the record title owner of the Bel Air Home, located at 72646
 13 Bel Air Road, Palm Desert, California 92260 ("the Bel Air Home").

14 17. On or about February 14, 2020, Plaintiff Halo's, through Plaintiff Sarah,
 15 orally¹ agreed to lease to Defendants the Bel Air Home in exchange for the payment
 16 of \$1,847.50 on the first of every month (the "Bel Air Home Lease").

17 18. On April 1, 2020, Halo's (through Sarah) entered into an Option
 18 Agreement (hereafter "Option Agreement") with Defendants, which granted
 19 Defendants an option to purchase the Bel Air Home at the end of the Bel Air Home
 20 Lease term. A true and correct copy of the Option Agreement is attached hereto as
 21 Exhibit "A" and incorporated by reference.

22 19. Defendants have occupied the Bel Air Home since approximately
 23 February 14, 2020, and still reside in the Bel Air Home to date. To date however,
 24 Defendants have not made a single payment to Halo's pursuant to the oral lease
 25 agreement.

26
 27
 28 ¹ While a draft written lease agreement appears to have been prepared, Plaintiffs Sarah and Halo's are informed and believe, and thereon allege, that neither party executed a written lease agreement.

20. Plaintiff Sarah, on behalf of Halo's, has demanded that the Defendants vacate the Bel Air Home, but Defendants refuse to leave.

21. Additionally, Defendants failed to pay the "Initial Option Payment" of \$100 within 5 days of execution of the Option Agreement per the Option Agreement's express terms.

The Passing of Mr. Gagan

22. On May 8, 2020 Jim Gagan passed away. Plaintiffs Sarah and Claire were devastated when Mr. Gagan passed. Claire and Sarah both felt lonely and were emotionally vulnerable during this difficult time.

23. Defendants continued to take advantage of Plaintiffs Sarah and Claire in their grief stricken state prior to and after the death of Jim Gagan. Specifically, Defendants continued to strengthen their "friendship" with Sarah and Claire, while isolating Plaintiffs (Sarah and Claire), in an already weakened and vulnerable state, from their other friends and acquaintances in furtherance of their plan to obtain, through deceit and undue influence, Plaintiffs' money and other assets. As a result, Defendants further gained the confidence and trust of Plaintiffs (Sarah and Claire), including access to Plaintiff Sarah's finances. Because of Defendants' concerted efforts, Plaintiffs considered Defendants their trusted advisors and confidantes.

The Jaguar and Mercedes Benz

24. Defendants repeatedly complained about their old and unreliable vehicle, and their inability to purchase a new car, for the purpose of swaying Sarah to purchase a car for Defendant Marc.

25. Marc convinced Sarah to purchase a Jaguar for the Defendants, for the purchase price of \$51,500. Defendants verbally agreed to repay Sarah for the cost of the Jaguar.

26. Thereafter, Marc claimed that the Jaguar was a lemon and returned the Jaguar to the dealership for a refund in the amount of \$50,000, which Defendants were to return to Sarah to reimburse her for the purchase of the Jaguar. Despite the

1 agreement to return the \$50,000 to Sarah, to date, Defendants have kept the
2 \$50,000.00.

3 27. Marc further convinced Sarah to purchase a Mercedes Benz for
4 Defendants for the purchase price of \$70,000. Defendants verbally agreed to repay
5 Sarah for the cost of the Mercedes Benz. Despite this agreement, to date, Defendants
6 are still in possession of the Mercedes Benz, but have made no payments to Sarah to
7 reimburse her for the cost of the Mercedes Benz.

8 **The Montecito Renovation Agreement**

9 28. Plaintiffs Sarah and Claire discussed with Defendants Sarah's intention
10 to build a home in Utah. Defendant Meggie claimed to be a skilled interior decorator,
11 and Defendants convinced Plaintiff Sarah to hire Meggie to design and decorate the
12 home in Utah.

13 29. Ultimately, Sarah chose to buy a home in Montecito, California, instead.
14 As before, Defendants campaigned to convince Plaintiff Sarah to hire Meggie to
15 remodel the Montecito house. Defendants caused Plaintiff Sarah to believe in
16 Meggie's skills and judgment in regards to interior design.

17 30. In 2021, Plaintiff Sarah entered into an oral contract with Meggie
18 whereby she would design, remodel, furnish, and decorate Plaintiffs' home in
19 Montecito, California ("Montecito Renovation Agreement"). Meggie agreed to
20 design the Montecito home to the standards and preferences of Plaintiff Sarah, which
21 was to be completed on or before June 1, 2021. In return, Plaintiff Sarah was to
22 compensate Meggie in the total amount of \$300,000. Plaintiff Sarah did not agree
23 that Marc would perform any work under the Montecito Renovation Agreement.

24 31. In May 2021, Defendants moved into the Montecito guesthouse and
25 purportedly proceeded with the renovation and re-design of the main house,
26 including requesting that Sarah issue payment of \$100,000 to a general contractor.
27 Sarah disbursed \$100,000 as requested by Defendants.
28

1 32. During the renovation, Meggie made or directed multiple mistakes,
2 which led Plaintiff Sarah to believe that Meggie was not an expert in renovation or
3 interior design, despite the representations made by Defendants to Plaintiffs Sarah
4 and Claire. Mistakes made by Meggie, or at her direction, significantly increased the
5 time and cost of the renovation.

6 33. During the renovation, Defendants removed fixtures from the house,
7 such as expensive chandeliers, and sold them without the express permission or
8 consent of Plaintiff Sarah, and for their own personal financial gain. Plaintiff Sarah
9 did not receive the proceeds from the sale of any fixtures removed from the Montecito
10 house by Defendants.

11 34. During the renovation, Defendants used Plaintiff Sarah's credit card to
12 purchase numerous items from Wayfair and Amazon, among others, without the
13 express permission or consent of Plaintiff Sarah. In addition, Defendants used
14 Plaintiff Sarah's credit card to purchase various other items from vendors such as
15 Burke Décor, Rove, and Wayfair in an amount exceeding \$100,000 without the
16 express permission or consent of Plaintiff Sarah; the items purchased by Defendants
17 are not in the Montecito house and are unaccounted for to date.

18 35. During the renovation, Defendants allegedly hired their cousins Alain
19 and Marieve, to assist with the renovation without the express permission or consent
20 of Plaintiff Sarah, and demanded that they be paid \$15,000 for their labor. In addition,
21 Defendants allowed Alain and Marieve to live at the Montecito house without the
22 express permission or consent of Plaintiff Sarah.

23 36. During the renovation, Defendants Marc and Meggie threw a lavish
24 party (allegedly for Sarah's birthday), and used Plaintiff Sarah's credit card to
25 purchase numerous items for the party without the express permission or consent of
26 Plaintiff Sarah.

27 37. Alas, Meggie failed to complete the renovation and redesign of the
28 Montecito House by June 1, 2021. Indeed, Meggie failed to complete the renovation

1 and redesign of the Montecito House in total. The Montecito House was left
2 uninhabitable and unfurnished.

3 **Marc Designs a Website for Sarah,**
4 **But Fails to Transfer Ownership Rights to Sarah**

5 38. Sarah has a business in which she sells specially embellished guitars,
6 and for which she was desirous of creating a website to sell her products online. Marc
7 held himself out to be an experienced and knowledgeable website designer and
8 convinced Sarah to allow Marc to create said website for Sarah.

9 39. Marc subsequently created the website (www.glitterguitars.com) for
10 Sarah, yet has failed to transfer ownership and administrative access to Sarah. Despite
11 repeated demands that Marc turn over ownership and access to Sarah's website to
12 Sarah, Marc continues to this day to maintain control over Sarah's business website,
13 its content and her intellectual property.

14 **Theft of Money from Plaintiff Sarah and Claire, Respectively**

15 40. Upon information and belief, over the course of their relationship with
16 Plaintiffs Sarah and Claire, Defendants worked together to take tens of thousands of
17 dollars from the safes of Sarah and Claire, respectively, without their knowledge or
18 consent, by virtue of Defendants' position as trusted advisors and family friends.

19 **Conspiracy Allegations**

20 41. At this time, Plaintiffs do not know the full magnitude of the
21 Defendants' wrongful conduct. However, Defendants, and each of them, knowingly
22 and willfully conspired together and agreed among themselves, or in the alternative,
23 later joined the ongoing conspiracy, and fully ratified all past actions and the purpose
24 of the conspiracy, and agreed to undertake the wrongful acts as alleged herein,
25 resulting in injury and damage to Plaintiffs.

26 42. Defendants, and each of them, did the acts and things herein alleged
27 pursuant to, and in furtherance of the conspiracy and above-alleged agreement. Upon
28 information and belief, Defendants, and each of them, shared in the wrongfully-taken

1 assets. As a proximate result of the wrongful acts herein alleged, Plaintiffs have been
2 generally damaged in an amount in excess of \$75,000 dollars, and each of the
3 Defendants who participated in the conspiracy are jointly and severally liable to
4 Plaintiffs for damages.

5 43. Defendants, with the intent to permanently deprive Plaintiffs of their
6 respective personal and real property, fraudulently appropriated the assets of
7 Plaintiffs, all as alleged herein. Defendants knowingly and designedly, by false or
8 fraudulent representations or pretenses, defrauded Plaintiffs of personal and real
9 property.

10 44. Further, on information and belief, Defendants and DOES 1 through
11 280, and each of them, knew of the wrongful nature of the fraudulent acts as alleged
12 herein, and defrauded Plaintiff Halo's (through Sarah) into gaining access to the Bel
13 Air Home for the personal use of the Defendants as alleged herein.

14 45. Upon information and belief, Defendants and certain of DOES 1
15 through 280, and each of them, knew that Plaintiffs Sarah's and Claire's assets were
16 obtained in a manner constituting theft, and nevertheless agreed to share in portions
17 thereof without informing Plaintiffs Sarah and Claire, thereby, aiding in the
18 concealment or withholding the said assets from Plaintiffs Sarah and Claire.

19 46. Some of the sums converted by the Defendants are capable of being
20 identified from Plaintiff Sarah's records. While investigation is ongoing, Plaintiffs
21 Sarah and Claire believe that the Defendants wrongfully took hundreds of thousands
22 of dollars in cash or property from Plaintiffs Sarah and Claire.

23 47. In doing the things herein alleged, Defendants, and each of them, acted
24 willfully, oppressively, fraudulently, and maliciously, and with a conscious disregard
25 for the rights of Plaintiffs' and, accordingly, Plaintiffs are entitled to recovery of
26 punitive damages in an amount to be determined at trial.

27 48. Through this action, Plaintiffs seek to recover all of the money and
28 property Defendants improperly took.

1 **FIRST CAUSE OF ACTION**

2 **(Ejectment By Halo's Against All Defendants and DOES 1 through 20)**

3 49. Plaintiffs incorporate the allegations in paragraphs 1 through 48 of this
4 Complaint as though set forth fully herein.

5 50. Halo's is, and at all relevant times mentioned herein was, the record title
6 owner of that certain real property located in Riverside County, California, and
7 commonly known as 72646 Bel Air Road, Palm Desert, California 92260, (the Bel
8 Air Home).

9 51. Upon information and belief, Defendants are now in possession of the
10 Bel Air Home and have been in possession of the property since approximately
11 February 14, 2020.

12 52. Plaintiff Halo's has demanded that Defendants, and each of them, on
13 numerous occasions to vacate the premises, but Defendants have ignored those
14 demands, have refused to pay rent, and still unlawfully hold physical possession of
15 the Bel Air Home.

16 53. The reasonable value of the rents and profits of the premises is, and was,
17 at least \$1,847.50 per month. Plaintiff Halo's has been damaged in this sum since
18 February 14, 2020 and will continue to be damaged as long as defendants withhold
19 physical possession of the premises from Plaintiff Halo's.

20 **SECOND CAUSE OF ACTION**

21 **(Trespass By Halo's Against All Defendants and DOES 1 Through 20)**

22 54. Plaintiffs incorporate the allegations in paragraphs 1 through 48 of this
23 Complaint as though set forth fully herein.

24 55. Halo's is, and at all relevant times mentioned herein was, the record title
25 owner, entitled to possession of that certain real property located in Riverside County,
26 California, and commonly known as 72646 Bel Air Road, Palm Desert, California
27 92260, (the Bel Air Home).

28

1 64. Each of the Defendants agreed, expressly or tacitly, to a common design
2 to commit fraud against the Plaintiffs through their plan to obtain through deceit and
3 undue influence Plaintiffs' assets and other property. Each of the Defendants did so
4 solely for their own financial profit and with concise disregard for the risk, liability
5 and losses that would be sustained by the Plaintiffs.

6 65. Each of the Defendants had knowledge of the wrongful purpose of their
7 common design. In furtherance of this scheme, Defendants made and engaged in the
8 false, fraudulent, deceptive and wrongful representations, acts and practices alleged
9 herein alleged. The conspiracy continues by and until Defendants account for and
10 turn over to the Plaintiffs all property and other assets Defendants wrongfully
11 obtained.

12 66. Plaintiffs were ignorant of the true facts and ignorant of the existence of
13 the false, fraudulent, deceptive and wrongful representations, acts and practices, the
14 truth about which was deliberately omitted, or was actively and deceptively
15 concealed from Plaintiffs, by Defendants by means of non-disclosure or by means of
16 the deceitful practices including undue influence, all as alleged herein. Had Plaintiffs
17 been aware of the facts not disclosed, or aware of the facts concealed by means of
18 Defendants false, fraudulent, deceptive and wrongful representations, acts and
19 practices, Plaintiffs would not have entered into any oral or written agreements with
20 Defendants nor allowed Defendants access to their finances, assets and real property.

21 67. As a result Defendants' actions, Plaintiffs have been damaged in an
22 amount to be proven at trial.

23 68. Defendants' actions were done with oppression, fraud, or malice within
24 the meaning of Civil Code § 3294 and as a consequence Plaintiffs are entitled to an
25 award of punitive damages against Defendants.

26 69. Plaintiffs are entitled to treble damages pursuant to Civil Code § 3345.
27
28

FOURTH CAUSE OF ACTION

(Fraud – Intentional Misrepresentation By all Plaintiffs Against Defendants

Marc and Meggie and DOES 41 through 60)

70. Plaintiffs incorporate the allegations in paragraphs 1 through 48 of this Complaint as though set forth fully herein.

71. Defendants, on behalf of themselves and others, represented to Plaintiffs that they could be trusted as close confidantes with access to Plaintiffs' assets and financial information, and represented that they would act as the Plaintiffs' representatives, and would faithfully and honestly represent and assist them and ensure that their financial interests and real property would be well managed throughout the course of their relationship.

72. Over the course of the next ensuing years, on multiple occasions, Defendants represented, both verbally and in writing, that they were honestly dealing with Plaintiffs' related to the real property, personal property and Plaintiffs' other assets.

73. The above representations were false. The true facts were that the Defendants intended to (and in fact did) steal large sums of money, other property and assets belonging to the Plaintiffs, and never intended to perform any Defendants' obligations as alleged herein. Instead, Defendants embezzled and/or diverted funds from Plaintiffs Sarah and Claire, took possession of the Bel Air Home from Plaintiff Halo's, as well as absconded other assets without any intention of paying Plaintiffs despite Defendants' representations that they would.

74. When Defendants made the representations, they knew them to be false, and they made the representations with the intent to deceive and defraud the Plaintiffs and to induce the Plaintiffs to act in reliance on these representations in the manner alleged herein.

75. Plaintiffs, at the time the representations were made, were ignorant of the falsity of the representations and believed them to be true.

1 76. In Defendants' gaining the trust and confidence of Plaintiffs, Plaintiffs'
 2 relied upon the representations of Defendants by permitting Defendants to take
 3 control of, and permitting Defendants to manage, Plaintiff Sarah's real property and
 4 other assets, including, *inter alia*, obtaining physical possession of the Bel Air Home,
 5 obtaining the Option Agreement, the Montecito Renovation Agreement, and car
 6 purchases, as well as gaining access to Claire's property and assets.

7 77. The Plaintiffs' reliance was justified as there was no reason to suspect
 8 the Defendants' fraudulent intent or to know that the representations were lies due to
 9 their close relationship.

10 78. Defendants failed to faithfully perform as promised and took money and
 11 other items of value that belonged to the Plaintiffs, in a sum that is not yet fully known
 12 but believed to be in excess of hundreds of thousands of dollars. As a result of
 13 Defendants' actions, Plaintiffs have been damaged in an amount to be proven at trial.

14 79. The acts of Defendants were willful, oppressive, and malicious.
 15 Plaintiffs are therefore entitled to punitive damages in an amount to be determined at
 16 trial.

17 **FIFTH CAUSE OF ACTION**

18 **(Fraud – Negligent Misrepresentation By all Plaintiffs Against Defendants**

19 **Marc and Meggie and DOES 41 through 60)**

20 80. Plaintiffs incorporate the allegations in paragraphs 1 through 48 of this
 21 Complaint as though set forth fully herein.

22 81. Defendants, on behalf of themselves and others, represented to Plaintiffs
 23 that they could be trusted as close confidantes with access to Plaintiffs' assets and
 24 financial information, and represented that they would act as the Plaintiffs'
 25 representatives, and would faithfully and honestly represent and assist them and
 26 ensure that their financial interests and real property would be well managed
 27 throughout the course of their relationship.
 28

1 82. Over the course of the next ensuing years, on multiple occasions,
2 Defendants represented, both verbally and in writing, that they were honestly dealing
3 with Plaintiffs' related to the real property, personal property and Plaintiffs' other
4 assets.

5 83. The above representations were false. The true facts were that the
6 Defendants intended to (and in fact did) steal large sums of money, other property
7 and assets belonging to the Plaintiffs, and never intended to perform any Defendants'
8 obligations as alleged herein. Instead, Defendants embezzled and/or diverted funds
9 from Plaintiffs Sarah and Claire, took possession of the Bel Air Home from Plaintiff
10 Halo's, as well as absconded other assets without any intention of paying Plaintiffs
11 despite Defendants' representations that they would.

12 84. When Defendants made the representations, they had no reasonable
13 grounds for believing the representations to be true, and they failed to exercise due
14 care in ascertaining the accuracy of the representations made to Plaintiffs. They made
15 the representations with the intent to deceive and defraud the Plaintiffs and to induce
16 Plaintiffs to act in reliance on these representations in the manner alleged herein.

17 85. Plaintiffs, at the time the representations were made, were ignorant of
18 the falsity of the representations and believed them to be true.

19 86. In Defendants' gaining the trust and confidence of Plaintiffs, Plaintiffs'
20 relied upon the representations of Defendants by permitting Defendants to take
21 control of, and permitting Defendants to manage, Plaintiff Sarah's/Halo's real
22 property and other assets, including, *inter alia*, obtaining physical possession of the
23 Bel Air Home, obtaining the Option Agreement, the Montecito Renovation
24 Agreement, and car purchases, as well as gaining access to Claire's property and
25 assets.

26 87. The Plaintiffs' reliance was justified as there was no reason to suspect
27 the Defendants' fraudulent intent or to know that the representations were lies due to
28 their close relationship.

1 88. Defendants failed to faithfully perform as promised. As a result of
2 Defendants' actions, Plaintiffs have been damaged in an amount to be proven at trial.

3 89. The acts of Defendants were willful, oppressive, and malicious.
4 Plaintiffs are therefore entitled to punitive damages in an amount to be determined at
5 trial.

6 **SIXTH CAUSE OF ACTION**

7 **(Conversion by Plaintiffs Sarah and Claire Against all Defendants and DOES** 8 **61 through 80)**

9 90. Plaintiffs incorporate the allegations in paragraphs 1 through 48 of this
10 Complaint as though set forth fully herein.

11 91. Defendants wrongfully acquired personal and real property belonging
12 to Plaintiffs though a series of false, fraudulent, deceptive and wrongful
13 representations, acts and practices as alleged herein, and other means yet to be
14 discovered, including among other wrongful acts, taking monies, personal property
15 and real property from Plaintiffs, as herein alleged, for their own unjust monetary
16 enrichment.

17 92. Despite Plaintiffs' demand, Defendants have failed and refused, and
18 continue to fail and refuse, to turn over the property and assets in question.

19 93. As a proximate and foreseeable result of Defendants' wrongful conduct
20 as herein alleged, Plaintiffs have suffered damages in an amount to be proven at trial.

21 94. The acts of Defendants were willful, oppressive, and malicious.
22 Plaintiffs are therefore entitled to punitive damages in an amount to be determined at
23 trial.

24 **SEVENTH CAUSE OF ACTION**

25 **(Breach of Contract- Bel Air- By Plaintiff Halo's Against Defendants Marc** 26 **and Meggie and DOES 81 through 100)**

27 95. Plaintiffs incorporate the allegations in paragraphs 1 through 48 of this
28 Complaint as though set forth fully herein.

NINTH CAUSE OF ACTION

(Breach of Contract- Option Agreement- By Halo's Against Defendants Marc and Meggie and DOES 121 through 140)

105. Plaintiffs incorporate the allegations in paragraphs 1 through 48 of this Complaint as though set forth fully herein.

106. On April 1, 2020, Halo's (through Sarah) entered into an Option Agreement (hereafter "Option Agreement") with Defendants, which granted Defendants an option to purchase the Bel Air Home at the end of the Bel Air Home Lease term.

107. Plaintiff Halo's has performed all conditions, covenants, and promises required on its part to be performed in accordance with the terms and conditions of the Option Agreement.

108. Defendants failed to pay the "Initial Option Payment" of \$100 within 5 days of execution of the Option Agreement per the Option Agreement's express terms.

109. Plaintiff requested that Defendants perform their obligations under the Option Agreement.

110. As a result of Defendants' breach, Plaintiff has suffered damages and seeks to have the Option Agreement declared null and void *ab initio*.

TENTH CAUSE OF ACTION

(Promissory Estoppel By all Plaintiffs Against all Defendants and DOES 141 through 160)

111. Plaintiffs incorporate herein each and every allegation set forth in Paragraphs 1 through 48 of this Complaint, as though fully set forth herein.

112. Defendants made promises to Plaintiffs as alleged herein.

113. In making these promises, which Defendants knew were false and had no reasonable basis to believe were true, Defendants intended for Plaintiffs to rely on them.

114. Plaintiffs in fact placed trust and confidence in Defendants and relied on them to Plaintiffs' own detriment.

115. As a direct and proximate result of Plaintiff's reliance on Defendant's promises, Plaintiffs have been harmed and damaged according to proof at time of trial.

116. Injustice can be avoided by, *inter alia*, (1) enforcing Defendants' promises related to the Jaguar and Mercedes Benz, (2) declaring the Montecito Renovation Agreement null and void *ab initio*, (3) declaring the Option Agreement null and void *ab initio*, (4) returning physical possession of the Bel Air Home to Plaintiff Halo's and (5) an accounting and the return of ill-gotten gains by Defendants, and each of them.

ELEVENTH CAUSE OF ACTION

(Financial Elder Abuse By Plaintiff Claire Against Defendants Marc and Meggie and DOES 161 through 180)

117. Plaintiffs incorporate herein each and every allegation set forth in Paragraphs 1 through 48 of this Complaint, as though fully set forth herein.

118. This cause of action is brought pursuant to California Welfare & Institutions Code Sections 15600, et. seq. (the "Elder Abuse Act").

119. At the time of Defendants wrongful actions as alleged herein, Plaintiff Claire was over 65 years old. She is an "elder" as defined by Welfare & Institutions Code Section 15610.27 and are, therefore, entitled to the statutory protections of the Elder Abuse Act. Further, at all times relevant to this Complaint, Defendants knew Plaintiff Claire was an elder.

120. Defendants took and retained the property of the elder Plaintiff Claire for wrongful use or with the intent to defraud, in that the Defendants failed to inform her of the Defendants' actions and the Defendants had no legitimate grounds to take her assets.

1 121. By their actions, Defendants have committed elder abuse, because their
 2 treatment of Plaintiff Claire, as alleged, resulted in the taking and misappropriation
 3 of monies and other items of value from Plaintiff Claire, the total amount of which
 4 Plaintiff Claire is still in the process of quantifying, for a wrongful use and/or with
 5 the intent to defraud Plaintiff Claire.

6 122. Further, as alleged herein, Defendants' utilizing their position of
 7 influence, made misrepresentations as to their true intentions regarding the taking
 8 and/or misappropriation of Plaintiff Claire's assets, combined with Plaintiff Claire's
 9 age, amount to undue influence and elder abuse.

10 123. As a result of Defendants' actions, Plaintiff Claire was deprived of her
 11 monies and other items of value, the total amount of which Plaintiff Claire is still in
 12 the process of quantifying. Defendants knew or should have known that their alleged
 13 wrongful actions were likely to be harmful to Plaintiff Claire.

14 124. As a proximate and foreseeable result, Plaintiff Claire suffered damages
 15 and other compensatory and consequential damages, in an amount according to proof
 16 at trial.

17 125. For the foregoing reasons, Plaintiff Claire is entitled to the remedies
 18 provided by the Elder Abuse Act.

19 126. Further, Plaintiff Claire has incurred, and will continue to incur,
 20 attorney's fees and costs in this litigation. In addition to compensatory damages and
 21 all other remedies otherwise provided by law, Plaintiff Claire is entitled to recover
 22 attorney's fees and costs from Defendants, pursuant to Welfare & Institutions Code
 23 Section 1-5657.5(a).

24 127. In committing the actions and conduct described above, Defendants, and
 25 each of them, acted with recklessness, oppression, fraud, and malice, and Plaintiff
 26 Claire is therefore entitled to an award of exemplary or punitive damages, pursuant
 27 to Welfare & Institutions Code Section 15657.5 and Civil Code Section 3294, and
 28 treble damages pursuant to Civil Code Section 3345.

TWELFTH CAUSE OF ACTION

(Accounting by all Plaintiffs Against all Defendants and DOES 181 through 200)

128. Plaintiffs incorporate herein each and every allegation set forth in Paragraphs 1 through 48 of this Complaint, as though fully set forth herein.

129. The amount of money due from Defendants to Plaintiffs is unknown to Plaintiffs and cannot be fully ascertained without an accounting of receipts and disbursements of the transactions entered into by Defendants with third parties.

130. Plaintiffs are unable to fully account for the assets received by Defendants or their agents and assigns which were and continue to be wrongfully taken from Plaintiffs.

131. Plaintiffs have demanded the Defendants account for and deliver to Plaintiffs receipts and disbursements with third parties, but Defendants have failed and refused, and continue to fail and refuse, to render an accounting.

THIRTEENTH CAUSE OF ACTION

(Rescission and Restitution by Halo's and Sarah Against Defendants Marc and Meggie and DOES 201 through 240)

132. Plaintiffs incorporate herein each and every allegation set forth in Paragraphs 1 through 48 of this Complaint, as though fully set forth herein.

133. By virtue of the acts of Defendants, all as alleged herein, the Bel Air Home Lease, the Montecito Renovation Agreement and the Option Agreement, were all obtained by fraud, duress and undue influence, and Plaintiffs' Halo's and Sarah received no consideration of any kind from any Defendants.

134. The apparent consent of Plaintiffs Halo's and Sarah, respectively, to leasing the Bel Air Home Lease, the Montecito Renovation Agreement and the Option Agreement was not real, mutual, or free in that it was obtained through undue influence, and Plaintiff's Halo's and Sarah, respectively, would not have given their consent but for the undue influence.

135. Plaintiffs intend service of the summons and complaint in this action to serve as notice of rescission of the Bel Air Home Lease, the Montecito Renovation Agreement and the Option Agreement.

136. Plaintiffs' Halo's and Sarah seek rescission of Bel Air Home Lease, the Montecito Renovation Agreement and the Option Agreement because Plaintiffs' Halo's and Sarah have no other adequate remedy at law. If the agreements are not rescinded, Plaintiffs Halo's and Sarah will suffer irreparable harm and injury because Plaintiffs Halo's and Sarah would not have entered into the aforementioned agreements had that they not had been bamboozled in placing trust and confidence in Defendants.

FOURTEENTH CAUSE OF ACTION

(Unjust Enrichment By all Plaintiffs Against all Defendants and DOES 241 through 260)

137. Plaintiffs incorporate the allegations in paragraphs 1 through 48 of this Complaint as though set forth fully herein.

138. In the above unlawful transactions, Defendants received benefits from Plaintiffs, valued in excess of hundreds of thousands of dollars in the form of monies, personal property, real property and other assets. Defendants voluntarily accepted and retained the benefit conferred, to Plaintiffs' detriment.

139. Although demand has been made, Defendants, and each of them, have failed, refused, and neglected to pay the monies due and owing to Plaintiffs.

140. As a result of Defendants' actions, Plaintiff Sarah has suffered damages in an amount to be proven at trial.

FIFTEENTH CAUSE OF ACTION

(Declaratory Relief By all Plaintiffs Halo's and Sarah Against Defendants Marc and Meggie and DOES 261 through 280)

141. Plaintiffs incorporate the allegations in paragraphs 1 through 48 of this Complaint as though set forth fully herein.

142. An actual controversy has arisen and now exists relating to the rights and duties of the parties herein in that Plaintiffs contend that the Bel Air Home Lease, the Montecito Renovation Agreement and the Option Agreement are invalid and unenforceable in all respects, whereas defendant contends that the Bel Air Home Lease, the Montecito Renovation Agreement and the Option Agreement are valid. Plaintiffs dispute Defendants' contentions for the reasons recited herein above.

143. Plaintiffs desire a judicial determination of their rights and duties, and a declaration as to whether the Bel Air Home Lease, the Montecito Renovation Agreement and the Option Agreement are invalid and unenforceable *ab initio*.

144. A judicial declaration is necessary and appropriate at this time under the circumstances in order that Plaintiffs may ascertain their rights and duties under the Bel Air Home Lease, the Montecito Renovation Agreement and the Option Agreement. Declaratory relief would inform the parties' future conduct and lessen financial or other burdens being caused to Plaintiffs by the unsettled state of affairs.

PRAYER FOR RELIEF

WHEREFORE, plaintiff prays judgment against defendants, and each of them, as follows:

AS TO THE FIRST AND SECOND CAUSES OF ACTION:

1. For restitution of the Bel Air Home;
2. For damages of Defendants unlawful detention at the rate of at least \$1,847.50 per month from and after February 14, 2020;

AS TO THE THIRD, FOURTH, FIFTH AND SIXTH CAUSES OF ACTION:

1. For general damages in an amount according to proof at trial;
2. For incidental and consequential damages in an amount according to proof at trial;
3. For exemplary and punitive damages;
4. For treble damages, pursuant to Civil Code Section 3345;

1 **AS TO THE SEVENTH AND EIGHTH CAUSES OF ACTION:**

- 2 1. For compensatory damages in a sum according to proof;

3 **AS TO THE NINTH CAUSE OF ACTION:**

- 4 1. That the Option Agreement be declared null and void *ab initio*.

5 **AS TO THE TENTH CAUSE OF ACTION:**

- 6 1. For compensatory damages in a sum according to proof;
7 2. For enforcement of Defendants' promises related to the Jaguar and
8 Mercedes Benz, (2) that the Montecito Renovation Agreement be declared
9 null and void *ab initio*, (3) that the Option Agreement be declared null and
10 void *ab initio* (4) returning physical possession of the Bel Air Home to
11 Plaintiff Halo's and (5) an accounting and the return of ill-gotten gains by
12 Defendants, and each of them.

13 **AS TO THE ELEVENTH CAUSE OF ACTION:**

- 14 1. For compensatory damages pursuant to Welfare and Institutions Code
15 Section 15657.5(a), awarded based on Plaintiff's elder financial abuse
16 claim as defined by Welfare and Institutions Code Section 15610.30, in
17 a sum of according to proof, and other damages in an amount to be
18 determined by the Court;
19 2. For punitive damages pursuant to Welfare and Institutions Code Section
20 15657.5 and Civil Code Section 3294;
21 3. For reasonable attorney's fees pursuant to Welfare and Institutions Code
22 Section 15657.5(a), in an amount to be determined by the Court;

23 **AS TO THE TWELFTH CAUSE OF ACTION:**

- 24 1. For an accounting between Plaintiffs and Defendants;
25 2. For payment over to Plaintiffs as a result of the accounting according to
26 proof;

27 **AS TO THE THIRTEENTH AND FOURTEENTH CAUSES OF ACTION:**

- 28 1. That this Court declare the Bel Air Home Lease, the Montecito Renovation

- 1 Agreement and the Option Agreement have been rescinded;
- 2 2. That Defendants be ordered to pay Plaintiffs' in sums according to proof;
- 3 3. For general and special damages according to proof;
- 4 4. For exemplary and punitive damages;

5 **AS TO THE FIFTEENTH CAUSE OF ACTION:**

- 6 1. For a declaration that the Bel Air Home Lease, the Montecito Renovation
- 7 Agreement and the Option Agreements are void and of no force or effect;
- 8 2. For general and special damages according to proof;
- 9 3. For issuance of a temporary restraining order, preliminary injunction and
- 10 permanent restraining order enjoining defendants from use of the Bel Air
- 11 Home;

12 **AS TO ALL CAUSES OF ACTION:**

- 13 1. For costs of suit incurred herein;
- 14 2. For such other and further relief as the Court deems just and proper.

15
16
17 DATED: April 20, 2022

BUCHALTER
A Professional Corporation

18
19
20 By: _____



VINCENT R. WHITTAKER
MICHELLE K. MEEK
SKYE L. DALEY

Attorneys for Plaintiffs HALO'S
HEART, LLC, a California Limited
Liability Company, SARAH GAGAN, an
individual, and CLAIRE GAGAN, an
individual

DEMAND FOR JURY TRIAL

Plaintiffs HALO'S HEART LLC, SARAH GAGAN, and CLAIRE GAGAN demand a trial by jury of all issues properly triable by jury in this action.

DATED: April 20, 2022

BUCHALTER
A Professional Corporation

By: 

VINCENT R. WHITTAKER
MICHELLE K. MEEK
SKYE L. DALEY

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HEART, LLC, a California Limited
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